

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AgroFresh, Inc.		07/31/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	3 Times Square, 28th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	86276711	ADVANSTORE	
Serial Number:	86117245	IMPROVIT	
Serial Number:	86430223	RIPELOCK	
Serial Number:	86519339	ACTIMIST	
Serial Number:	86519344	ACTISEAL	
Serial Number:	77979655	AGROFRESH	
Serial Number:	75243425	ETHYLBLOC	
Serial Number:	86420676	FRESHSTART	
Serial Number:	78865078	HARVISTA	
Serial Number:	86048742	INVINSA	
Serial Number:	86049838	LANDSPRING	
Serial Number:	85312989	RIPELOCK	
Serial Number:	78035189	SMARTFRESH	
Serial Number:	85800961	SMARTFRESH	
Serial Number:	77363386	SMARTFRESH	
Serial Number:	77363435	SMARTFRESH	
Serial Number:	78681801	SMARTFRESH	
Serial Number:	77135357	SMARTTABS	
Serial Number:	86480652	RIPELOCK VIZOR	

CH \$490.00 86276711

CORRESPONDENCE DATA**Fax Number:** 2123037064*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 212.318.6824**Email:** christinedionne@paulhastings.com**Correspondent Name:** Christine Dionne c/o Paul Hastings LLP**Address Line 1:** 75 East 55th Street**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 79866.00021**NAME OF SUBMITTER:** Christine Dionne**SIGNATURE:** /Christine Dionne/**DATE SIGNED:** 07/31/2015**Total Attachments: 6**

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of July 31, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among AgroFresh Inc. (the "Grantor") and Bank of Montreal, as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of July 31, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AgroFresh Inc. (the "Borrower"), AF Solutions Holdings LLC ("Holdings"), the lenders from time to time party thereto (the "Lenders"), the Swingline Lender, the Issuing Banks, and the Administrative Agent and (b) the Collateral Agreement dated as of July 31, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, Holdings, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under Filing Collateral to the extent consisting of any Trademarks now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the "Trademark Collateral"). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the

terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

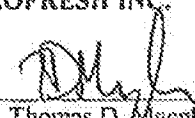
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

AGROFRESH INC.

By: _____


Thomas D. Macphie
Chief Executive Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 005591 FRAME: 0887

BANK OF MONTREAL,
as Administrative Agent,

By: 

Name: Thomas Hasenauer

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005591 FRAME: 0888

Schedule I to Trademark Security Agreement
TRADEMARKS AND TRADEMARK APPLICATIONS

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations thereof, and all registration and applications filed in connection therewith (excluding intent-to-use applications), and all extensions or renewals thereof and (b) all goodwill associated therewith or symbolized thereby

Trademark	Classes	Filing Date	Filing No.	Reg. Date	Reg. No.	Loan Party
ADVANSTORE	01:44	5/9/2014	86276711			AgroFresh Inc. ¹
IMPROVIT	01	11/13/2013	86117245			AgroFresh Inc. ¹
RIPELOCK	01	10/21/2014	86430223			AgroFresh Inc. ¹
ACTMIST	05	01/30/2015	86/519,339			AgroFresh Inc.
ACTISEAL	05	01/30/15	86519344			AgroFresh Inc.
AGROFRESH	01	8/7/2007	77979655	7/20/2010	3823212	AgroFresh Inc.
ETHYLBLOC	01	2/18/1997	75243425	6/22/1999	2255883	AgroFresh Inc.
FRESHSTART	01	10/10/2014	86420676			AgroFresh Inc.
HARVISTA	01	4/19/2006	78865078	10/27/2009	3703643	AgroFresh Inc.
INVINSA	01	8/27/2013	86048742			AgroFresh Inc.
LANDSPRING	01	8/28/2013	86049838			AgroFresh Inc.
RIPELOCK	20	5/5/11	85312989	11/18/2014	4641498	AgroFresh Inc.

¹ Note: Assignment of this "intent to use" application to AgroFresh Inc. will occur at Closing.

Trademark	Classes	Filing Date	Filing No.	Reg. Date	Reg. No.	Loan Party
SMARTFRESH	01	11/14/2000	78035189	8/12/2003	2751304	AgroFresh Inc.
SMARTFRESH	01	12/12/2012	85800961	8/6/2013	4379585	AgroFresh Inc.
SMARTFRESH	44	1/3/2008	77363386	4/21/2009	3609789	AgroFresh Inc.
SMARTFRESH & Design	01	1/3/2008	77363435	8/10/2010	3832362	AgroFresh Inc.
SMARTFRESH & Design	44	7/29/2005	78681801	9/1/2009	3677877	AgroFresh Inc.
SMARTTABS	01	3/20/2007	77135357	9/8/2009	3680216	AgroFresh Inc.
RIPELOCK VIZOR	20	12/15/2014	86480652			AgroFresh Inc.
ACTISEAL	05	1/30/2015	86519344			AgroFresh Inc.